

1 **E-Filed April 8, 2016**

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10 **UNITED STATES BANKRUPTCY COURT**  
11 **FOR THE DISTRICT OF NEVADA**

12 In re: No. 13-52342 BTB  
13 Susy J Valdespin, Chapter 13  
14 Debtor.

15 **10 DAY NOTICE OF DEFAULT**

16 PLEASE TAKE NOTICE that an Order Granting the Stipulation for Adequate  
17 Protection and Termination of the Automatic Stay Upon Nonpayment was entered on July  
18 11, 2014. In part, the Stipulation stated that if the Debtor fails to make any of the adequate  
19 protection payments as stated in the Stipulation, or fails to maintain the regular monthly  
20 payments to AmeriCredit Financial Services, Inc. dba GM Financial, allowing a five (5)  
21 day grace period, AmeriCredit Financial Services, Inc. dba GM Financial may file with  
22 the Court and serve upon Debtor and Debtor's counsel, a ten (10) day Notice Of Default.  
23 If upon the eleventh (11<sup>th</sup>) day Debtor has failed to cure the delinquency, AmeriCredit  
Financial Services, Inc. dba GM Financial may submit to this Court a declaration of the  
default and an Order Vacating the Automatic Stay as to the Debtor and the bankruptcy  
estate. AmeriCredit Financial Services, Inc. dba GM Financial may thereafter proceed

1 with repossession upon the subject Property, pursuant to applicable State Law, and take  
2 any action necessary to obtain complete possession thereof without further notice.

3 Pursuant to the Stipulation for Adequate Protection and Termination of the  
4 Automatic Stay Upon Nonpayment and its Order, the Debtor was to resume regular  
5 monthly payments of \$481.90 to AmeriCredit Financial Services, Inc. dba GM Financial  
6 in July, 2014 and remain current thereafter. Further, the Debtor was to cure the post-  
7 petition default of \$1,927.60 over a six (6) month period by remitting adequate protection  
8 payments in the amount of \$321.27 per month for a five (5) month period by the 19th day  
9 of each month for the months of July, 2014 through November, 2014 and \$321.25 per  
10 month for a one (1) month period by the 19th day of December, 2014.

11 Please take notice that payments due AmeriCredit Financial Services, Inc. dba GM  
12 Financial are delinquent in the total amount of \$997.11. The default includes the regular  
13 monthly payments for March, 2016 and April, 2016. Therefore, unless the payment of  
14 \$997.91 is delivered to AmeriCredit Financial Services, Inc. dba GM Financial, c/o Poli  
15 and Ball, P.L.C., 2999 N. 44<sup>th</sup> Street, Phoenix, Arizona 85018, on or before April 18, 2016,  
16 AmeriCredit Financial Services, Inc. dba GM Financial will submit a declaration of the  
17 default and lodge an order terminating the stay.

18 DATED this 8th day of April, 2016.

19 Poli & Ball, P.L.C.  
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21 By/s/ James B. Ball #5212  
22 James B. Ball  
400 S. 4<sup>th</sup> Street, Ste 500  
23 Las Vegas, Nevada 89101  
Attorney for AmeriCredit Financial  
Services, Inc. dba GM Financial

1 COPIES of the foregoing mailed  
2 this 8th day of April, 2016, to:

3 Susy J Valdespin  
4 9345 Stoney Creek Way  
5 Reno, NV 89506  
6 Debtor

7 Kerry J. Eaton  
8 Drinkwater Law Offices  
9 5421 Kietzke Ln, Ste 100  
10 Reno, NV 89511  
11 Attorney for debtor

12 William A. Van Meter  
13 PO Box 6630  
14 Reno, NV 89513  
15 Trustee

16 /s/ Tangina Edwards

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